



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code		Dept. SC PHL		Contract Number A	
County Department Department of Public Health			Dept. PHL Orgn.		Contractor's License No.	
County Department Contract Representative Connie McLaughlin			Telephone 909 388-0325		Total Contract Amount \$45,000	
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:						
If not encumbered or revenue contract type, provide reason:						
Commodity Code		Contract Start Date Aug 1, 2002		Contract End Date Jun 30, 2003		Original Amount \$45,000
Fund AAA	Dept. PHL	Organization 3305	Appr. 200	Obj/Rev Source 2445	GRC/PROJ/JOB No. 93470	Amount \$45,000
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Project Name PALS FOCUS Project				Estimated Payment Total by Fiscal Year		
				FY 02/03	Amount \$45,000	I/D

THE CONTRACT is entered into in the State of California by and between the County of San Bernardino, Department of Public Health, hereinafter called the County, and

Name

City of San Bernardino – Parks and Recreation Dept

hereinafter called the Contractor

Address

547 N Sierra Way

San Bernardino, CA 92410

Telephone

(909) 384-5233

Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County desires to provide services that increase the knowledge of responsible reproductive behavior and health related issues in pre-sexually and sexually active adolescents, ages ten through seventeen; and

WHEREAS, the County finds the Contractor qualified to provide services that increase the knowledge of responsible reproductive behavior and health related issues in pre-sexually and sexually active adolescents, ages ten through seventeen; and

WHEREAS, the County desires that such services be provided by the Contractor and the Contractor agrees to perform these services as set forth below;

NOW THEREFORE, the County and the Contractor mutually agree to the following terms and conditions:

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ATTACHMENT A – SCOPE OF WORK

ATTACHMENT B – PROJECT BUDGET

I. DEFINITIONS/ABBREVIATIONS

- A. **CCG** – Refers to the State funded Community Challenge Grant Program.
- B. **FOCUS** – Refers to Families Organized for Community Unification and Success, the local program name for the State funded CCG.
- C. **HSS** – Refers to the County of San Bernardino Human Services System. Oversees the Human Services System Departments and encourages the growth and development of social programs within the community.

II. CONTRACTOR SERVICE RESPONSIBILITIES

The Contractor shall:

- A. Provide services as set forth in **Attachment A – Scope of Work**, which is attached hereto and incorporated herein by this reference.
- B. Submit quarterly reports for services provided to the County as specified in Section V.B, Reporting.
- C. Submit monthly invoices for services provided to the County as specified in Section V.C, Invoices.

III. CONTRACTOR GENERAL RESPONSIBILITIES

A. REPRESENTATION OF THE COUNTY

In the performance of the Contract, the Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

B. CONTRACT ASSIGNABILITY

Without the prior written consent of the County, the Contract is not assignable by the Contractor either in whole or in part.

C. FORMER COUNTY OFFICIALS

The Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent the Contractor. The information provided includes a list of former county administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of the Contractor. For purposes of this provision, “county administrative official” is defined as a member of the Board of Supervisors or such officer’s staff, County Administrative Officer or member of such officer’s staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

D. INACCURACIES OR MISREPRESENTATIONS

If during the course of the administration of the Contract, the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Contract may be immediately terminated. If the Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

E. SUBCONTRACTING

The Contractor agrees not to enter into any subcontracts for work contemplated under the Contract without first obtaining written approval from the County. Any subcontractor shall be subject to the same provisions as the Contractor. The Contractor shall be fully responsible for the performance of any subcontractor.

F. RECORDS

1. The Contractor will maintain all records and books pertaining to the delivery of services under the Contract and demonstrate accountability for contract performance. Said records shall be kept and maintained within the County of San Bernardino. The County shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.
2. Records should include, but are not limited to, monthly summary reports, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles (GAAP) and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB) Circulars that state the administrative requirements, cost principles and other standards for accountancy.
3. All records shall be complete and current and comply with all contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the Contract.

G. CHANGE OF ADDRESS

The Contractor shall notify the County in writing of any change in mailing address within ten (10) calendar days of the address change.

H. CONTRACTOR PRIMARY CONTACT

The Contractor will designate an individual to serve as Project Coordinator and the primary point of contact for the Contract. The Contractor shall notify the County when the primary contact will be unavailable/out of the office for one (1) or more business days. The Contractor or designee must respond to County inquiries within two (2) business days.

I. NOTIFICATION

The Contractor shall notify the County of any continuing vacancies and any positions that become vacant during the term of the Contract that will result in reduction of services to be provided under the Contract. Upon notice of vacancies, the Contractor will apprise the County of the steps being taken to provide the services and to fill the position as expeditiously as possible. Vacancies and associated problems shall be reported to the County on each periodically required report for the duration of said vacancies and/or problems.

J. GRIEVANCE PROCEDURE

Contractor shall provide a system, approved by the County, through which recipients of service shall have the opportunity to express and have considered their views and complaints regarding the delivery of services. The procedure must be in writing and posted in clear view of all recipients.

K. CONFIDENTIALITY

The Contractor shall require all persons, including but not limited to its officers, agents, employees, volunteers and any subcontractor directly or indirectly involved in administration of services provided under the Contract, to the extent permitted by the California Public Records Act, to comply with the applicable provisions of Section 10850 and 827 of the Welfare and Institutions (W & I) Code and Division 19-000 of the Department of Social Services Manual of Policies and Procedures; Civil Code Section 56, et seq. (Confidentiality of Medical Information Act); Health and Safety Code Section 120975, et seq.; and Health and Safety Code Section 123100 et seq., to assure that:

1. All applications and records concerning any individual made or kept by any public officer, public agency, or the Contractor relating to any forms of public social services provided under the Contract will be confidential and will not be open to examination for any purpose not directly connected with the administration, performance, compliance, monitoring or auditing of such services.
2. No person will publish, disclose, use, permit or cause to be published, disclosed or used any confidential information pertaining to any applicant or recipient of services under the Contract. The Contractor agrees to inform all persons directly or indirectly involved in administration of services provided under the Contract of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor.

L. CHILD ABUSE REPORTING

The Contractor shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency or to the appropriate Child Protective Services agency. This responsibility shall include:

1. Assurance that all employees, agents, consultants or volunteers who perform services under the Contract and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them.
2. Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency.
3. Provision of or arrangement of training in child abuse reporting laws (Penal Code, Sections 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law, within thirty (30) calendar days of employment/volunteer activity.

M. DEPARTMENT OF JUSTICE (DOJ) CLEARANCE

The Contractor shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code Section 11105.3. This includes licensed personnel who are not able to provide documentation of prior DOJ clearance. A copy of a license from the State of California is sufficient proof.

N. DISCLOSURE OF INFORMATION RELEVANT TO CLIENT SAFETY

1. The Contractor shall notify the County of any staff member, paid intern or volunteer, who is knowingly or negligently employed and who has been convicted of any crime of violence or of any sexual crime. The Contractor shall investigate all incidents where an applicant, employee, intern or volunteer has been arrested and/or convicted for any crime listed in Penal Code Section 11105.3 and shall notify the County. In the County's discretion, the County may instruct the Contractor to take action to either deny/terminate employment or terminate internship and/or volunteer services where the investigation shows that the underlying conduct renders the person unsuitable for employment, internship, or volunteer services.
2. The Contractor shall immediately notify HSS concerning the arrest and/or conviction, for other than minor traffic offenses, of any paid employee, agent, consultant, intern, or volunteer staff, when such information becomes known to the Contractor.

O. CONFLICT OF INTEREST

The Contractor shall make every reasonable effort to prevent employees, consultants or members of its governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties. In the event the County determines a conflict of interest exists, the County may disallow any increase in costs associated with the conflict of interest and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of other equally qualified applicants and such persons have successfully competed for employment with other applicants on a merit basis.

P. INDEMNIFICATION AND INSURANCE REQUIREMENTS

Contractor agrees to and shall comply with the following indemnification and insurance requirements:

1. **INDEMNIFICATION** - The Contractor agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims or actions arising from the Contractor's negligent acts or omissions and for any costs or expenses incurred by the County or the Contractor on account of any claim therefore.

The County agrees to indemnify, defend and hold harmless the Contractor and its authorized officers, employees, agents and volunteers from any and all claims or actions arising from the

County's negligent acts or omissions and for any costs or expenses incurred by the County or the Contractor on account of any claim therefore.

2. INSURANCE - Without in any way affecting the indemnity herein provided and in addition thereto the Contractor shall secure and maintain throughout the Contract the following types of insurance with minimum limits as shown:

- a. Worker's Compensation - A program of Workers' Compensation insurance or a State-approved Self Insurance Program in amount or form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under the Contract.

If the Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- b. Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage of owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000). **If the Contractor provides transportation to one or more clients at any time, the automobile liability insurance policy shall have combined single limits for bodily injury and property damage of not less than ten million dollars (\$10,000,000).**
- c. Errors and Omissions Liability Insurance - Combined single limits of one million dollars (\$1,000,000) for bodily injury and property damage and three million dollars (\$3,000,000) in the aggregate or

Professional Liability - Professional liability insurance with limits of at least one million dollars (\$1,000,000) per claim or occurrence.

3. ADDITIONAL NAMED INSURED - All policies, except for Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.
4. WAIVER OF SUBROGATION RIGHTS - Except for Errors and Omissions Liability and Professional Liability, the Contractor shall require the carriers of the above-required coverage to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.

5. **POLICIES PRIMARY AND NON-CONTRIBUTORY** - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
6. **PROOF OF COVERAGE** – The Contractor shall immediately furnish certificates of insurance to the County Department administering the Contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) calendar days written notice to the County, and the Contractor shall maintain such insurance from the time the Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) calendar days of the commencement of the Contract, the Contractor shall furnish certified copies of the policies and all endorsements. Contractor's proof of a bonafide self-insurance program shall satisfy the insurance requirements set forth in this Section.
7. **INSURANCE REVIEW** – The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements, to require additional types of insure coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.
8. **REDUCTION OR WAIVER** – Any such reduction or waiver for the entire term of the Contract and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to the Contract. The Contractor agrees to execute any such amendment within thirty (30) calendar days of receipt.

Q. COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract and shall procure all licenses and pay all fees and other charges required thereby. Failure to comply with the provisions of this section may result in immediate termination of the Contract.

R. LICENSES AND PERMITS

The Contractor will ensure that it has all necessary licenses and permits required by the laws of the United States, State of California, the County and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of the Contract. The Contractor will notify the County immediately of loss or suspension of any such licenses and permits. Failure to comply with the provisions of this section may result in immediate termination of the Contract.

S. HEALTH AND SAFETY

The Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where program services are provided under the terms of the Contract.

T. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

1. The Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 1000), the California Fair Employment and Housing Act, and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.
2. The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, national origin or ancestry, religion, sex, sexual orientation, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from the County HSS Contract Administration Office.

U. CIVIL RIGHTS COMPLIANCE

The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with the County HSS Contract Administration Office, within thirty (30) days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, the County will supply a sample of the Plan format. The Contractor will be monitored by the County for compliance with provisions of its Civil Rights Plan.

V. AMERICAN DISABILITIES ACT

The Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA).

W. ENVIRONMENTAL REGULATIONS

1. The Contractor will observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, Part 6, California Code of Regulations).
2. If the amount available to the Contractor under the Contract, as specified in Section V.A, exceeds \$100,000, the Contractor agrees to comply with Section 306 of the Clean Air Act (42 USC 1857 h), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR, Part 15).

X. RECYCLING PAPER PRODUCTS

The Contractor shall use recycled and recyclable products, whenever practicable, in fulfilling the terms of the Contract. Recycled printed products shall include a symbol identifying the recycled material.

Y. ATTORNEY FEES

In the event of any contract dispute hereunder, each Party to the Contract shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.

Z PUBLICITY

1. The Contractor shall obtain prior approval from the County before making any statements or releasing any information to the newspapers, radio, or television stations in relation to services provided under this Contract. This includes news conferences, panel shows, interview programs, public service announcements, and paid advertisements. Draft copies of proposed public service announcements and paid advertisements shall be submitted to the County for review. The County reserves the right to approve or disapprove any publicity.
2. When issuing statements, press releases, educational or promotional material, or other documents describing projects or programs funded in whole or in part with funds from this Contract, the Contractor shall clearly state: a) the percentage of the total cost of the project or program that will be funded from this Contract; b) the dollar amount of State funds for the project or program; and c) the percentage and dollar amount of the total cost of the project or program that will be financed by non-governmental sources.

IV. COUNTY RESPONSIBILITIES

A. REFERRALS

The County will refer individuals to the Contractor for services.

B. COUNTY PRIMARY CONTACT

The County will provide the Contractor with a Project Coordinator as a central point of contact to facilitate the terms of the Contract.

C. COMPENSATION

The County agrees to compensate the Contractor on a reimbursement basis for approved expenses performed pursuant to this Contract in an amount not to exceed the total Contract amount.

D. PERFORMANCE EVALUATION

The County will monitor and evaluate the performance of the Contractor in meeting terms of the Contract and the quality and effectiveness of services provided based on criteria determined by the County. County personnel shall monitor the performance of the Contractor at least once every six (6) months, or as deemed necessary by the County.

V. FISCAL PROVISIONS

A. MAXIMUM REIMBURSEMENT

1. The maximum amount of reimbursement under the Contract shall not exceed \$45,000 and is subject to availability of funds to the County. The consideration to be paid to the Contractor as provided herein shall be in full payment for all of the Contractor's services and expenses incurred in the performance hereof, including travel and per diem. Reimbursement of invoices shall be based on items included in **Attachment B – Project Budget**. All reimbursement to the Contractor shall be contingent upon the submission by the Contractor, and approval by the County, of the herein required reports, invoices, and supporting documentation.

2. The Contractor may request a project budget amendment in writing, in advance of expenditures when: a) a change in the personnel line item will affect the Scope of Work; b) expenditures are expected to exceed a budgeted line item by more than ten percent (10%); c) a new line item is to be added; or d) expenditures are expected to exceed the budgeted amount for an object class category (e.g. personnel). The request must specify the changes requested by object class category, line item, and amount, and must include a justification. The County shall approve or deny project budget amendment requests in writing within thirty (30) calendar days of receipt of the request.

B. REPORTING

The Contractor shall provide progress reports on a quarterly basis. The content of these reports shall be: a) progress accomplished with regard to the Scope of Work; b) data on client services during the three month reporting period; and c) other information as required to meet Program requirements. Report format will be specified by the County and the County reserves the right to revise report format or require additional reports as required during the Contract period to meet Program needs.

C. INVOICES

1. The Contractor shall provide monthly invoices to the County within ten (10) business days after the end of the previous month's service. Submitted invoices shall include the contract number, and the total amount of the invoice.
2. The Contractor shall maintain documentation for all expenditures claimed for reimbursement from the County under the Contract. The Contractor shall only be reimbursed for expenses that are substantiated by the supporting documentation submitted. Invoices shall be submitted to the address below. All other notices shall be mailed to the contact as shown in Section X.A.

County of San Bernardino
Department of Public Health
Perinatal and Adolescent Life Services
351 N Mountain View Avenue
San Bernardino, CA 92415-0010

D. COSTS INCURRED

Costs for services under the terms of the Contract shall be incurred during the Contract period except as approved by the County. The Contractor shall not use current year funds to pay prior or future year obligations.

E. SUPPLANTATION

Funds made available under the Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as the Contract. The Contractor shall not claim reimbursement or payment from the County for, or apply sums received from the County with respect to, that portion of its obligations that have been paid by another source of revenue. The Contractor agrees that it will not use funds received pursuant to the Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.

F. PAYMENT OF TAXES

The County is not liable for the payment of any taxes, other than applicable sales or use tax, resulting from the Contract however designated, levied or imposed, unless the County would otherwise be liable for the payment of such taxes in the course of its normal business operations.

VI. RIGHT TO MONITOR AND AUDIT

The County shall have the absolute right to monitor the performance of the Contractor in the delivery of services provided under the Contract.

A. RIGHT TO MONITOR

1. The County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of the Contractor in the delivery of services provided under the Contract. The Contractor shall give full cooperation in any auditing or monitoring conducted.
2. The Contractor shall cooperate with the County in the implementation, monitoring and evaluation of the Contract and comply with any and all reporting requirements established by the Contract.

B. AVAILABILITY OF RECORDS

1. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by County, Federal and State representatives for a period of three years after final payment under the Contract or until all pending County, State and Federal audits are completed, whichever is later. Program data shall be retained locally and made available upon the County's reasonable advance written notice or turned over to the County. If said records are not made available at the scheduled monitoring visit, the Contractor may, at the County's option, be required to reimburse the County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and be deducted from the following month's claim for reimbursement.
2. Records of the Contractor, which do not pertain to the Contract, may be subject to review or audit.

C. ASSISTANCE BY CONTRACTOR

The Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.

VII. CORRECTION OF PERFORMANCE DEFICIENCIES

- A. Failure by the Contractor to comply with any of the provisions, covenants, requirements or conditions of the Contract shall be a material breach of the Contract.

- B. In the event of a non-cured breach, the County may, at its sole discretion and in addition to immediate termination and any other remedies available at law, in equity, or otherwise specified in the Contract:
1. Afford the Contractor thereafter a time period within which to cure the breach, which period shall be established at sole discretion of the County; and/or
 2. Discontinue reimbursement to the Contractor for and during the period in which the Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
 3. Withhold funds pending duration of the breach; and/or
 4. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to Item "2" of this paragraph; and/or
 5. Terminate the Contract and be relieved of the payment of any consideration to the Contractor should the Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under the Contract and the balance, if any, shall be paid upon demand, by the Contractor.

VIII. CONTRACT TERM

The Contract is effective on August 1, 2002 and expires June 30, 2003, but may be terminated earlier in accordance with the provisions of the Contract as stated in Section IX, Early Termination.

IX. EARLY TERMINATION

- A. The County may terminate the Contract immediately under the provisions of Section VII of the Contract. In addition, either party may, upon at least thirty (30) calendar days written notice to the other party, terminate the Contract without cause. Such notice shall state the effective date of the termination.
- B. The Contractor shall only be reimbursed for costs and uncanceled obligations incurred prior to the date of termination. The Contractor shall not be reimbursed for costs incurred after the date of termination.

X. GENERAL PROVISIONS

- A. When notices are required to be given pursuant to the Contract, the notices shall be in writing and mailed to the addresses listed below:

CONTRACTOR: City of San Bernardino – Parks and Recreation Dept
Lemuel P Randolph
Director
547 N Sierra Way
San Bernardino, CA 92410

COUNTY: County of San Bernardino
Human Services System
Attention: Contract Administration
150 S Lena Road
San Bernardino, CA 92415

- C. Nothing contained in the Contract shall be construed as creating a joint venture, partnership or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.
- D. The County shall have Power of Attorney to pay delinquent debts and unpaid wages for work provided under the Contract from accounts payable to the Contractor in the event debts and wages have not been paid on a current basis.
- E. No waiver of any of the provisions of the Contract documents shall be effective unless it is made in writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under any Contract document shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- F. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the authorized representatives of both parties as an amendment to the Contract. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- G. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable (giving effect to the intention of the Parties) and the remaining provisions of the Contract shall not be affected.
- H. The Contract shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The Parties agree to the exclusive jurisdiction of the federal court located in Riverside County, and state courts located in the County of San Bernardino, for any and all disputes arising under the Contract, to the exclusion of all other federal and state courts.

XI. CONCLUSION

- A. The Contract, consisting of sixteen (16) pages and Attachments A and B, is the full and complete document describing services to be rendered by the Contractor to the County including all covenants, conditions and benefits.
- B. The signatures of the Parties affixed to the Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.
- C. **IN WITNESS WHEREOF**, the Board of Supervisors of the County of San Bernardino has caused the Contract to be subscribed to by the Clerk thereof, and the Contractor has caused the Contract to be subscribed in its behalf by its duly authorized officers, the day, month and year written.

COUNTY OF SAN BERNARDINO

Fred Aguiar, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors
of the County of San Bernardino

By: _____
Deputy

CITY OF SAN BERNARDINO
PARKS & RECREATION DEPT

(Print or type name of corp, company, contr, etc)

By: _____
(Authorized Signature – sign in blue ink)

Name: Lemuel P Randolph
(Print or type name of person signing Contract)

Title: Director

Dated: _____

Address: 547 N Sierra Way
San Bernardino, CA 92410

Approved as to Legal Form



Charles Larkin, County Counsel

Date _____

Reviewed as to Contract Compliance



Lori Ciabattini, HSS Contract Administration

Date _____

Reviewed for Processing



Agency Administrator/CAO

Date _____

**Auditor/Controller-Recorder
Use Only**

☐ Contract Database ☐ FAS

Input Date

Keyed By